



**CITY OF MEMPHIS**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**#52011**

**Entry-Level Testing Services for Police Recruit  
and Police Services Technician**

**Human Resources Division**

**Date Issued: September 29, 2020**

**RFQ Submission Deadline: October 28, 2020**

## 1. INTRODUCTION / PURPOSE

The City of Memphis, founded in 1819 and incorporated in 1826, is governed by a mayor and a 13-member City Council. Memphis is the largest city in Tennessee and the 25<sup>th</sup> largest city in the United States in terms of population with a population of 653,546 as of 2020, and at 324 square miles is among the largest cities in the U.S. in terms of land area. The population for the greater Memphis metropolitan area was recorded as approximately 1,348,260 people in 2017.

The Memphis Police Department (MPD) employs 2605 personnel of which 2019 are commissioned Police officers. The City of Memphis is seeking to recruit, hire, and retain 1500 qualified Police Recruits and 100 Police Services Technicians (PST) over the next three (3) years to reach its proposed increased commissioned officer complement and to account for attrition.

The City of Memphis Human Resources Division (HRD) is requesting Statements of Qualifications (SOQs) from a qualified vendor(s) to provide valid and legally defensible employment tests for the positions of Police Recruit and Police Services Technician in the Memphis Police Department. The qualified vendor will be responsible for the analysis of the current selection process and for the design (or modification) and implementation of a new pre-employment selection process for Police Recruit and PST.

A qualified vendor(s) will receive consideration to participate in a multi-year Contract to perform future work awarded for Police entry-level testing services.

## 2. SCOPE OF SERVICES

### 2.1 SCOPE OF WORK

The selected vendor(s) will provide the following services in fulfilling the Police entry-level testing services for the City of Memphis:

- 2.1.1 Organize and conduct a comprehensive job task analysis for the positions of Police Recruit and PST. This will include an analysis of the current selection process (cognitive and physical abilities). Conduct work activity observations of incumbents and data collection. Analyze the collected data and produce job analysis summary reports.
- 2.1.2 Present job analysis findings to the City Human Resources designees and recommend the most appropriate strategy for validation of the test instruments and a test plan.
- 2.1.3 Design, develop, and prepare objective, job-related, valid, and defensible tests to be used in the selection process for the positions of Police Recruit and PST. This may include, but are not limited to, written examinations, writing exercise, and physical ability tests. Proposer must provide a detailed description of proposed test instruments that may be used. The City HRD will take into consideration non-traditional methodologies of testing. Proposer will describe whether any online or computer-based options are available or feasible for the proposed testing, including any hardware or software needed to administer such test(s).

- 2.1.4 The City HRD prefers a testing process that can be self-administered and self-scored by the City with limited or no assistance from the selected vendor. This would require the vendor to provide guidelines and instructions to the City HRD for administering the test(s), including any necessary training of City HRD staff in the administration of the test(s).
- 2.1.5 Review the City HRD current pre-employment screening methods such as psychological testing, medicals, and background check procedures to determine if any additional assessment tools / tests are needed or recommended in the selection process.
- 2.1.6 Proposer will identify whether any study materials are available for applicants to study in order to prepare for the cognitive test(s) and/or physical ability test. If so, Proposer will describe whether any of the study materials are available online.
- 2.1.7 Proposer shall describe scoring methodologies to be used in the testing process for each position. Proposer will describe whether test(s) can be self-scored by the City HRD (which is the preferred by City HRD) or whether the applicant answer sheets must be shipped or scanned to the Proposer for scoring. If Proposer must score the test(s), Proposer must provide the results within 48 business hours.
- 2.1.8 Proposer shall develop an applicant appeals process which can be administered with limited or no assistance from the selected vendor. This would require the vendor to provide guidelines and instructions to the City HRD for administering the applicant appeals process, including any necessary training of City HRD staff in the administration of the appeals process.
- 2.1.9 Proposer shall recommend and utilize, where possible, the best technology methods (i.e. online, computer-based, etc.) for assessing, administering, and scoring test instruments.
- 2.1.10 Proposer shall prepare written validation (technical) reports for each position that document the projects in detail. The reports will include the results of the job analyses, the procedures used in the development/selection, administration/scoring of the test instruments, the process by which the scores were weighted/validated, and any other relevant data. The validation reports should be completed no later than three (3) months after the date the selection process is initiated. Proposer will orally present the results of the validation reports immediately after the reports are completed. City HRD will physically confirm that the written reports were completed. The written reports will be maintained by the vendor and will be made available, without hesitation, to the City HRD upon request.
- 2.1.11 Proposer shall retain and store all records, test results, rater records, correspondence, emails, or other documents received or generated by them (or anyone on their behalf) relating to the services provided by the Proposer for a period of three (3) years following the completion/availability of validation reports to the City HRD or the expiration of any litigation that may arise out of the selection process for the Proposer's work done pursuant to the contract, whichever period is longer.

2.1.12 Selected vendor(s) will be required to maintain insurance coverage as stated in Exhibit 2 of this RFQ.

### 3. MINIMUM QUALIFICATIONS

Proposer shall have a principal(s), pertinent staff member(s), and/or subcontractor(s) who is a licensed Industrial/ Organizational (I/O) psychologist and who shall be directly involved in the actual performance of the contract.

Proposer shall conduct professional services in accordance to employment laws and professional standards, including but not limited to the Equal Employment Opportunity Commission’s Uniform Guidelines on Employee Selection Procedures and the American Psychological Association’s Standards for Education and Psychological Testing and Principles for the Validation and Use of Personnel Selection Procedures.

### 4. CITY OF MEMPHIS EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

### 5. THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.SUBMISSION REQUIREMENTS

Each responding vendor is required to submit the details of their qualifications that meet or exceed those specified under Section 3– Minimum Qualifications. This Section describes what the Proposer’s RFQ Response should include and how to organize it.

Specifically, Proposer’s Response shall include each of the sections referenced in the table below. The preferred method of submittal is in a three-ring binder with tabbed sections. The requirements for each of these Response sections are described in more detail in this Section.

Sections and Topics
Section 1 –Cover Letter and Executive Summary
Section 2 – Project Team/ Qualifications of Personnel
Section 3 – Relevant Experience
Section 4 – Project Methodology / Management Plan
Section 5 – Involvement in Legal Actions

## 5.1 COVER LETTER AND EXECUTIVE SUMMARY

In Section 1 of the RFQ Response, Proposer shall include a cover letter acknowledging Proposer's understanding of the RFQ and interest in the requested services. The cover letter shall be signed by an authorized representative of Proposer's company. (Limit of 1 page)

Provide company's name, address, web address, telephone and fax numbers. Please include name, title and e-mail address of the individual who will serve as company's primary contact.

Proposer should also include an Executive Summary providing a brief overview of Proposer's products and services as specified in the Scope of Work section (Section 2.1). (Limit of 3 pages)

## 5.2 PROJECT TEAM / QUALIFICATIONS OF PERSONNEL

In Section 2 of the RFQ Response, Proposer shall describe the qualifications and skills of its company/ organization to provide the services as set forth in this RFQ. The description should include the names, qualifications, credentials, years of experience, and past project roles of specific team members who will be committed to the essential work on this project and the delineation of their roles and accountability for the completion of work at each phase of this project. The description should also include the team members' direct experience and specific roles on a minimum of three (3) similar and/or non-traditional testing projects within the last five years. (Limit of 5 pages)

If Proposer intends to subcontract any part of the work under the contract, indicate the services to be subcontracted and the subcontractor(s) to provide the services.

## 5.3 RELEVANT EXPERIENCE

In Section 3 of the RFQ Response, Proposer should provide a concise description of backgrounds and experience as it relates to the scope of work outlined herein. The description should include experience in the areas of job analysis, test development, validation, and administration of written and physical ability tests and the number of years the Proposer has been providing these services, which shall be a minimum of five (5) years.

Proposer must include five (5) references (not including the City of Memphis) of similar and/or non-traditional testing projects that Proposer has delivered in the past five years. (Limit of 5 pages)

For each reference, include:

- i. Name and address of Organization or Municipality
- ii. Type of Contract
- iii. Name, title, email address, and telephone number of the contract contact person
- iv. Brief summary of the scope of services provided to the organization or municipality

## 5.4 PROJECT METHODOLOGY / MANAGEMENT PLAN

In Section 4 of the RFQ Response, Proposer shall provide a description of the proposed services and the project methodology/ management plan that Proposer intends to follow. The description should illustrate how the management plan will accomplish the tasked identified in Scope of Work section.

Proposer shall include a project management plan which details the project objectives, deliverables, roles and responsibilities, document control, cost management, schedule management, and security measures to protect the confidentiality and integrity of the test and test materials. The management plan should also illustrate a general timeframe for completing tasks.

Proposer shall also include any requirement or need for City-furnished personnel, materials, equipment, or facilities for each proposed test component/administration. (Limit of 5 pages)

## 5.5 INVOLVEMENT IN LEGAL ACTIONS

In Section 5 of the RFQ Response, Proposer shall identify any pending and past litigation, challenges, or legal actions related to consulting services provided by or tests developed and/or administered by Proposer's company within the past ten (10) years. This includes any litigation against a client based on services provided by Proposer. Proposer shall state the project giving rise to the litigation and explain the issues and outcome.

Proposer shall include a statement of its financial condition demonstrating whether it is fiscally able to provide the services requested in this RFQ. Any litigation pertaining to or filing of bankruptcy, reorganization, debarment, and/or insolvency shall be identified and explained in Proposer's response. (Limit of 1 page)

# 6 INSTRUCTIONS ON RFQ PROCESS

## 6.1 USE OF INFORMATION

**All correspondence about this RFQ and the Initiative should be limited to the Principal Contact described in Section 6.2 or other designated City personnel or agents.**

## 6.2 PRINCIPAL CONTACT AND INFORMATION REQUESTS

**Tim Boyles** is the single point of contact (the "Principal Contact") for all matters relating to this RFQ. Proposer should direct all inquiries to the Principal Contact at:

**Tim.Boyles@memphistn.gov**

Proposer should not, under any circumstances, contact any City personnel (including senior City management or City employees with whom Proposer has an existing business or personal relationship) to discuss this RFQ without the Principal Contact's prior written consent. Utmost discretion is expected

of Proposer and all other RFQ recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the evaluation process.

### 6.3 SCHEDULE OF ACTIVITIES

- In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an estimated timeline for this Initiative. The City will move as quickly and efficiently as possible to determine the feasibility of each Proposer’s Response.
- The City reserves the right to modify or update this schedule at any point in time.

**In no event shall the deadline for submission of the RFQ be changed except by written modification by the City of Memphis Purchasing Department.**

Activity	Date
Publish RFQ	September 29, 2020
RFQ Questions Deadline	October 8, 2020 by end of day
City Response to Questions	October 15, 2020 by end of day
<b>RFQ Response Submission Deadline</b>	October 28, 2020 by 12:00 noon (CT)
Evaluation Committee Interviews – (If needed)	November 2020
Target for Selection	November 2020

Several of the activities identified in the above table are described in more detail in the remainder of this Section 6.

### 6.4 INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Proposer may submit an initial set of questions based on its review of this RFQ by adhering to the format template provided in Exhibit 1, either as an attached WORD document or as part of the body of the email (no .pdf documents), and sending it via email by the date specified in Section 6.3. Questions received after this date will not be answered. This email should be sent to the individual(s) described in Section 6.2, with the subject heading: “RFQ Questions – Entry-Level Testing Services for Police Recruit and PST.” The City will post the responses to the questions on the City’s web site by the date specified in Section 6.3. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of the City will be the one posted via the City’s website. Any questions or concerns not submitted by the stated time and date will be deemed waived.

## 6.5 RFQ SUBMISSION REQUIREMENTS

### RFQ SUBMISSION AND DUE DATE

Proposer shall submit, in a sealed packet, the RFQ response as detailed below.

#### A. RFQ Response

1. One (1) original (clearly marked on outside as "ORIGINAL") with original signatures; and
2. Five (5) complete printed copies of the original response (including signed cover letters); and
3. One (1) digital copy (flash drive). The digital copy shall be submitted in pdf format and organized in the same format as the original submission; and
4. Proposer shall use Microsoft Office file formats in preparing its Response to the maximum extent possible. All pages should be formatted to print on 8 ½" x 11" paper and Response must be typed using a font no smaller than 11-point with one-inch margins, printed single-sided, and bound on the left-hand side.
5. Proposer's RFQ response shall not exceed 25 pages.

#### B. Due Date

1. Proposer shall submit the sealed RFQ response on or before October 28, 2020 at **12:00 noon CT**, to the address provided below:

**USPS (or other common carrier)**

City of Memphis  
Purchasing Department, Room 354  
125 N. Main Street  
Memphis, TN 38103

**Hand Delivery**

City of Memphis  
Main Lobby – Bid Drop Box  
125 N. Main Street  
Memphis, TN 38103

The label should identify the contents as:

**Your company name & address.**

**Entry-Level Testing Services for Police Recruit and Police Services Technician**

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**RFQ RESPONSES SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED 'AT A LATER DATE', OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFQ WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFQ PROCESS.**

RFQ Responses may not be amended after the submission deadline. Notwithstanding any legends on the response or any other statements to the contrary, all materials submitted in connection with proposer's response to this RFQ will become the property of the City and may be returned only at the City's option.

## RFQ RESPONSE EXPIRATION DATE

Proposals in response to this RFQ shall remain valid for six (6) months from the RFQ due date. The City may request an extension of time if needed.

## 7 RFQ EVALUATION MODEL

### 7.1 QUALIFYING STATEMENTS OF QUALIFICATIONS (SOQ)

City HRD will review each submitted Statement of Qualifications (SOQ) to determine whether it is a Qualifying RFQ Response. A Qualifying RFQ Response is one that meets all of the criteria set forth below. All Statements of Qualifications that ARE NOT a Qualifying RFQ Response will be disqualified from this RFQ process. A Qualifying Proposal is a Proposal that:

- Was submitted (in the form/format required) by the due date and time as specified in Section 6.3.
- Conforms to the requirements of the RFQ (as outlined in Section 5).

### 7.2 EVALUATION OF QUALIFYING SOQS

An evaluation team composed of representatives of the City will evaluate the statement of qualifications on a variety of criteria. Upon receipt of SOQs, the City will review to determine whether the RFQ response is acceptable or non-acceptable based on the criteria outlined below.

The criteria, and their associated weights, upon which the evaluation of the statement of qualifications will be based on the following:

- a. Project Methodology, Project Management Plan, Time Schedule, and Involvement in Legal Actions** – Proposer demonstrates understanding of the scope of work and services to be provided and whether the proposed methodology is feasible and applicable; proposal includes a project management plan that supports all project requirements; SOQs clearly details the timeframes for completion of each phase of the project and the ability to realistically meet the City's time schedule; and RFQ response details Proposer's involvement in past or current litigation related to test development, administration, assessment, scoring, security, and other test-related services (60 percent)
- b. Relevant Experience and Qualifications of Personnel** – proposal describes relevant experience and ability to fulfill the requirements of the SOQ as listed in the scope of work, and clearly describes relevant qualifications and experience of the personnel who will be assigned to the project (40 percent)

Total Points for Evaluation Criteria - 100 points.



**EXHIBIT 2**

**INSURANCE REQUIREMENTS  
FOR  
HR: POLICE ENTRY LEVEL TESTING SERVICES RFQ**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the insurance requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this agreement by company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this agreement, and this indemnification shall survive the expiration or earlier termination of this agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

**Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:**

City of Memphis  
Attn: Risk Management  
170 N. Main St., 5<sup>th</sup> floor  
Memphis, TN 38103

City of Memphis  
Attn: Purchasing Agent  
125 North Main, Room 354  
Memphis, TN 38103

The Certificate of Insurance shall state the following: "the City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "the additional insured endorsement is attached to the Certificate of Insurance."

**WORKERS COMPENSATION:**

The Company shall maintain in force workers’ compensation coverage in accordance with the statutory requirements and minimum limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$500,000	Disease - Policy Limit
	\$100,000	Disease - Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned, and hired vehicles with minimum limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Commercial general liability insurance, including premises and operations, contractual liability, independent contractor’s liability, and broad form property damage liability coverage with minimum limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-completed Operations / Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage Any One Fire
\$ 5,000	Medical Expense Any One Person

**ERRORS AND OMISSIONS / PROFESSIONAL LIABILITY:**

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with minimum limits of:

\$5,000,000 Each Claim / \$5,000,000 Aggregate

**CYBER LIABILITY (“NETWORK SECURITY AND PRIVACY”):**

For losses arising out of the following areas:

- Privacy liability
- Network security liability
- Media liability
- Cyber extortion
- Privacy breach response
  - customer notification expense
  - credit monitoring expense

- Business interruption
- Regulatory defense and penalties including PCI fines/penalties if applicable
- Social engineering

**The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with minimum limits of:**

\$ 10,000,000 Each Claim / \$10,000,000 Aggregate

**UMBRELLA LIABILITY WITH MINIMUM LIMITS OF:**

\$ 2,000,000 Each Occurrence / \$2,000,000 Aggregate

**PROPERTY INSURANCE:**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.